

1-319A006

**ITEL**

November 13, 1991

**Itel Rail Corporation**

550 California Street  
San Francisco, CA 94104  
(415) 984-4200

Hon. Sidney L. Strickland, Jr., Esq.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

15736-C  
RECORDATION NO. FILED NOV 15 1991

NOV 15 1991 - 9 30 AM

INTERSTATE COMMERCE COMMISSION

NOV 15 9 30 AM '91  
MOTOR CARRIER UNIT

Re: **Schedule No. 2**

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$16 recordation fee.

Please record this Schedule under the Master Lease Agreement dated as of June 28, 1988, among Itel Rail Corporation, Itel Railcar Corporation and Peoria and Pekin Union Railway Company, which was filed with the ICC on July 25, 1988, under Recordation No. 15736.

The parties to the aforementioned instrument are listed below:

Itel Rail Corporation (Lessor)  
550 California Street  
San Francisco, California 94104

Peoria and Pekin Union Railway Company (Lessee)  
101 Wesley Road  
Creve Coeur, Illinois 61611

Schedule No. 2 renews the terms under Schedule No. 1 which expired August 5, 1991 and covers twenty-three (23) 50'6", 70-ton, XM boxcars bearing reporting marks PPU 2100-2119 and PPU 7007-7009.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Assistant

Interstate Commerce Commission  
Washington, D.C. 20423

11/15/91

OFFICE OF THE SECRETARY

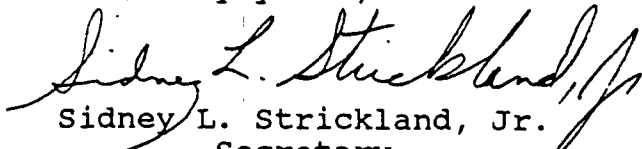
Patricia Schumacker  
Legal Assistant  
Itel Rail Corporation  
556 California Street  
San Francisco, Calif. 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/15/91 at 9:35am, and assigned recordation number(s).

15736-C 16667-I & 16667-J

Sincerely yours,

  
Sidney L. Strickland, Jr.  
Secretary

157360  
NOV 15 1991 - 3 32 AM  
INTERSTATE COMMERCE COMMISSION

## SCHEDULE NO. 2 TO MASTER LEASE NO. 2216-00

This Schedule No. 2 to that certain Lease Agreement (the "Agreement") made as of June 28, 1988 between **ITEL RAIL CORPORATION** ("Lessor"), as successor in interest to Itel Rail Corporation and Itel Railcar Corporation, and **PEORIA AND PEKIN UNION RAILWAY COMPANY** ("Lessee") is made as of October 16, 1991.

### RECITALS:

- A. Lessor and Lessee are parties to the Agreement and its Schedule No. 1, as amended on September 28, 1988 ("Schedule No. 1"), pursuant to which Lessor delivered to Lessee 23, 5277 cubic feet, 70-ton steel boxcars bearing the reporting marks and numbers PPU 2100-2119 and PPU 7007-7009 (the "Cars").
- B. The term of the Agreement with respect to Schedule No. 1 expired on August 5, 1991.
- C. Lessor and Lessee desire to renew the Agreement with respect to the Cars under the same terms as Schedule No. 1.

Now, therefore, Lessor and Lessee agree as follows:

- 1. All capitalized terms defined in the Agreement shall have the meanings defined therein when used in this Schedule No. 2 except that the term "Cars" as used herein shall only refer to the equipment described in this Schedule unless otherwise indicated.
- 2. Lessor hereby leases the following Cars to Lessee subject to the terms and conditions of the Agreement and this Schedule:

AAR Mech Desig	Description	Reporting Marks and Numbers	Length	Inside Width	Height	No. of Cars
XM	70-Ton, Plate C Boxcars	PPU 2100-2119, PPU 7007-7009	50'6"	9'6"	11'	23

- 3. The parties incorporate the terms of Schedule No. 1 to the Agreement with the following changes for purposes of this Schedule No. 2:
  - a. Sections 3 and 4 of Schedule No. 1 are deleted in their entirety.
  - b. The term of the Agreement with respect to the Cars described on this Schedule shall be deemed to have commenced on August 6, 1991, and shall expire on August 5, 1994.

Lessor may cancel the Agreement as to the Cars on this Schedule at any time by providing 30 days prior written notice.

c. Exhibit B referred to in Section 6 of Schedule No. 1 is replaced by Exhibit A attached hereto.

4. Except as expressly modified by this or another Schedule, all terms and provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

Each party, pursuant to due corporate authority, has caused this Schedule to be executed by its authorized officer or other employee, and each of the undersigned declares under penalty of perjury that he or she holds the title indicated below, that the execution of this Schedule was the free act and deed of the corporation, that the foregoing is true and correct and that this Schedule was executed on the date indicated below.

**ITEL RAIL CORPORATION, Lessor**

**PEORIA AND PEKIN UNION RAILWAY  
COMPANY, Lessee**

By: Jimmy Hanger

Title: Manager Sales Planning

Date: October 16, 1991

By: [Signature]

Title: President

Date: Oct. 31, 1991

## **EXHIBIT A TO SCHEDULE NO. 2**

### **RUNNING REPAIRS**

#### **BOXCARS**

Angle Cocks	Wheel Assemblies
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers and Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
Brake Shoe Keys	Center Plate Repair (Not Replacement of Center Plate)
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
Air Brakes	Air Hose Support
Hand Brakes	Door Hardware (Not Replacement of Door)
Brake Beams and Levers	
Truck Springs	